

## CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

Donte Blocker

(b) County of Residence of First Listed Plaintiff Philadelphia County  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

ROMAN T. GALAS, Esquire  
Simon & Simon  
18 Campus Blvd.

**DEFENDANTS**

Karla Dennis, 2407 N West Street, Wilmington, DE 19802;  
Amazon.com Inc., d/b/a Amazon Flex, 410 Terry Ave North  
County of Residence of First Listed Defendant New Castle  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF  
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

SALVATORE A. CLEMENTE, Esquire  
WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP  
2 Commerce Square, Suite 3100

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- |   | PTF                                   | DEF                                   |   | PTF                        | DEF                                   |
|---|---------------------------------------|---------------------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1            | Incorporated or Principal Place of Business In This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input checked="" type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other  <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act  <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157  <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016  <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))  <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	<b>PRISONER PETITIONS</b> <b>Habeas Corpus:</b> <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <b>Other:</b> <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement		

**V. ORIGIN** (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
28 U.S.C. § 1391(a) (1) and (2)

Brief description of cause:  
Motor Vehicle Accident

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE Michele D. Hangley

DOCKET NUMBER Philadelphia CCP 230100502

DATE

4/12/2023

SIGNATURE OF ATTORNEY OF RECORD

Roman Galas

FOR OFFICE USE ONLY

RECEIPT # AMOUNT APPLYING IFP JUDGE MAG. JUDGE

**DESIGNATION FORM**

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: Donte Blocker 173 W 65th Avenue, Philadelphia, PA 19120

Address of Defendant: 3407 N. West Street, Wilmington, DE; Amazon.com Inc., d/b/a Amazon Flex, 410 Terry Ave North, Seattle, WA 98144; Amazon.com Services LLC, FKA Amazon Fulfillment Services, Inc., 410 Terry Ave North, Seattle, WA 98144; Amazon Logistics, Inc., 410 Terry Ave North, Seattle, WA 98144

Place of Accident, Incident or Transaction: Frankford Ave & Clementine Street Philadelphia, PA 19134

**RELATED CASE, IF ANY:**

Case Number: Philadelphia CCP 230100502 Judge: Michele D. Hangle Date Terminated: \_\_\_\_\_

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- |  |                              |  |
|--|------------------------------|--|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court?            | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights case filed by the same individual?  | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☐ is not related to any case now pending or within one year previously terminated action in this court except as noted above.

April 12, 2023

*Roman Galas*

**207093**

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

DATE: \_\_\_\_\_ Must sign here

**CIVIL: (Place a ✓ in one category only)**

**A. Federal Question Cases:**

- |                          |   |
|--------------------------|---|
| <input type="checkbox"/> | 1. Indemnity Contract, Marine Contract, and All Other Contracts |
| <input type="checkbox"/> | 2. FELA   |
| <input type="checkbox"/> | 3. Jones Act-Personal Injury                                    |
| <input type="checkbox"/> | 4. Antitrust  |
| <input type="checkbox"/> | 5. Patent   |
| <input type="checkbox"/> | 6. Labor-Management Relations                                   |
| <input type="checkbox"/> | 7. Civil Rights   |
| <input type="checkbox"/> | 8. Habeas Corpus  |
| <input type="checkbox"/> | 9. Securities Act(s) Cases                                      |
| <input type="checkbox"/> | 10. Social Security Review Cases                                |
| <input type="checkbox"/> | 11. All other Federal Question Cases                            |

(Please specify): \_\_\_\_\_

**B. Diversity Jurisdiction Cases:**

- |                          |  |
|--------------------------|--|
| <input type="checkbox"/> | 1. Insurance Contract and Other Contracts        |
| <input type="checkbox"/> | 2. Airplane Personal Injury                      |
| <input type="checkbox"/> | 3. Assault, Defamation                           |
| <input type="checkbox"/> | 4. Marine Personal Injury                        |
| <input type="checkbox"/> | 5. Motor Vehicle Personal Injury                 |
| <input type="checkbox"/> | 6. Other Personal Injury (Please specify): _____ |
| <input type="checkbox"/> | 7. Products Liability                            |
| <input type="checkbox"/> | 8. Products Liability – Asbestos                 |
| <input type="checkbox"/> | 9. All other Diversity Cases                     |

(Please specify): \_\_\_\_\_

**ARBITRATION CERTIFICATION**

(The effect of this certification is to remove the case from eligibility for arbitration.)

I, Roman Galas, counsel of record or pro se plaintiff, do hereby certify:

☒ Pursuant to Local Civil Rule 53.2, § 3(c) (2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:

☐ Relief other than monetary damages is sought.

April 12, 2023

*Roman Galas*

**207093**

Attorney-at-Law / Pro Se Plaintiff

Attorney I.D. # (if applicable)

DATE: \_\_\_\_\_ Sign here if applicable

NOTE: A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

**CASE MANAGEMENT TRACK DESIGNATION FORM**

**DONTE BLOCKER** :

CIVIL ACTION

v. :

2:23-cv-00629-CFK

**Amazon.com, Inc., et al** :

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ( )
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ( )
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ( )
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ( )
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ( )
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (x)

4/12/2023

Roman T. Galas, Esquire

DONTE BLOCKER

**Date**

**Attorney-at-law**

**Attorney for**

(215)467-4666

(267)639-9006

romangalas@gosimon.com

**Telephone**

**FAX Number**

**E-Mail Address**

THIS IS NOT AN ARBITRATION COMPLAINT  
AN ASSESSMENT OF DAMAGES HEARING  
IS REQUIRED

**SIMON & SIMON, P.C.**

BY: Marc I. Simon, Esquire  
Joshua A. Rosen, Esquire  
Matthew J. Zamites, Esquire  
Brian F. George, Esquire  
Andrew Baron, Esquire  
Joshua Baer, Esquire  
Michael K. Simon, Esquire  
Sam Reznik, Esquire  
Mary G. McCarthy, Esquire  
Harry Gosnearn, Esquire  
Daniel Ward, Esquire  
Christopher Green, Esquire

Kane Daly, Esquire  
Brittany Sturges, Esquire  
Roman Galas, Esquire  
Christopher Burruezo, Esquire  
Anthony Canale, Esquire  
Sam Gangemi, Esquire  
Abigail Boyd, Esquire  
Paraskevoula Mamounas, Esquire  
Richard Santosusso, Esquire  
Rachel Rosenfeld, Esquire  
Nicole Hatton, Esquire

Attorney ID No.'s: 201798  
18 Campus Blvd., Suite 100  
Newtown Square, PA 19073  
(215-467-4666)

*Attorneys for Plaintiff*

Donte Blocker	:	UNITED STATES DISTRICT COURT
173 W 65th Ave	:	FOR THE EASTERN DISTRICT OF
Philadelphia, PA 19120	:	PENNSYLVANIA
	:	
Plaintiff	:	
	:	January Term 2023
	:	
	:	
Karla Dennis	:	Case No. 2:23-cv-00629-CFK
2407 N West Street	:	
Wilmington, DE 19802	:	
	:	
And	:	
Amazon.com Inc., d/b/a Amazon Flex	:	
410 Terry Ave North,	:	
Seattle, WA 98144	:	
	:	
And	:	
Amazon.com Services LLC	:	
FKA Amazon Fulfillment Services, Inc.	:	
410 Terry Ave North,	:	
Seattle, WA 98144	:	
	:	
And	:	
Amazon Logistics, Inc.	:	
410 Terry Ave North,	:	
Seattle, WA 98144	:	
	:	
Defendants	:	

**FOURTH AMENDED COMPLAINT**

1. Plaintiff, Donte Blocker (“Plaintiff”), is a resident of the Commonwealth of Pennsylvania, residing at the address listed in the caption of this Complaint.

2. Upon information and belief, Defendant, Karla Dennis (“Defendant Dennis”), is a citizen of Delaware, residing at the address listed in the caption of this Complaint.

3. Defendant, Amazon.com Inc., d/b/a Amazon Flex (“Amazon Flex”), is an entity with a business address listed in the caption of this Complaint, which regularly conducts business in Philadelphia County.

4. Defendant, Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc. (“Amazon.com”), is an entity with a business address listed in the caption of this Complaint, which regularly conducts business in Philadelphia County.

5. Defendant, Amazon Logistics, Inc. (“Amazon Logistics”; together with Amazon Flex and Amazon.com, the “Amazon Defendants”), is an entity with a business address listed in the caption of this Complaint, which regularly conducts business in Philadelphia County.

6. On or about November 27, 2021, at or about 5:00AM, Plaintiff was the operator of a motor vehicle traveling on Frankford Avenue, at or near the intersection with Clementine Street in Philadelphia, PA 19134, with no traffic control sign/device governing his approach through the intersection.

7. At or about the same date and time, a motor vehicle operated by Defendant Dennis, which was leased, insured, and/or otherwise under the control of and entrusted to Defendant Dennis by the Amazon Defendants (the “Amazon Flex Vehicle”), was traveling on Clementine Street, at or near the aforesaid intersection, with a stop sign governing his approach through the intersection.

8. Upon information and belief, the Amazon Flex Vehicle bore an Amazon Flex

logo and business name, and was being used for the business purpose(s) of the Amazon Defendants.

9. At or about the same date and time, the Amazon Flex Vehicle suddenly and without warning failed to stop for the governing stop sign, and failed to yield the right of way, and crashed into Plaintiff's vehicle.

10. At all times relevant hereto, including the time of the subject motor vehicle collision, Defendant Dennis was an agent, employee, and/or servant of the Amazon Defendants, and was operating the Amazon Flex Vehicle in the course and scope of his/her agency and/or employment with the Amazon Defendants.

11. Upon information and belief, in proceeding to crash into Plaintiff's vehicle, Defendant Dennis failed to adhere to the governing traffic sign, failed to maintain an assured clear distance from vehicles ahead, failed to pay adequate attention to his/her surroundings ahead, failed to ensure traffic ahead was clear, was in a hurry, and/or was simply fatigued and/or distracted.

12. The collective and individual acts, omissions, and failures detailed above and further below on the part of the Defendants were careless, negligent, and reckless.

13. The subject motor vehicle collision was proximately caused by the carelessness, negligence, and/or recklessness of the above-named Defendants, and not the result of any action or failure to act by Plaintiff.

14. As a direct and proximate result of the subject collision, Plaintiff sustained serious permanent personal injuries, including to his left shoulder, neck, right wrist, and back.

**COUNT I**

**Donte Blocker v. Defendant Karla Dennis; Amazon.com Inc., d/b/a Amazon Flex;  
Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc.; and  
Amazon Logistics, Inc.  
Personal Injury—Negligence & Respondeat Superior**

15. Plaintiff incorporates the foregoing paragraphs of this Complaint as if set forth fully at length herein.

16. The carelessness, negligence, and/or recklessness of Defendant Dennis, which was the proximate cause of the subject motor vehicle collision and the resultant injuries and damages suffered by Plaintiff, included the following actions/inactions:

- a. Failure to exercise ordinary care to avoid a crash;
- b. Operating the Amazon Flex Vehicle without regard for the rights or safety of Plaintiff, and in such a manner as to strike Plaintiff's vehicle;
- c. Failing to keep a proper lookout for vehicular traffic ahead;
- d. Failing to adequately, sufficiently, and properly clear traffic to ensure it was safe to continuing proceeding forward;
- e. Failing to adhere to a governing stop sign;
- f. Failing to yield the right of way to vehicular traffic ahead, including Plaintiff;
- g. Failing to maintain proper distance between vehicles;
- h. Failing to have the Amazon Flex Vehicle under proper and adequate control;
- i. Operating the Amazon Flex Vehicle at a rate of speed that was dangerous and excessive under the circumstances;
- j. Violating the "assured clear distance ahead" rule;
- k. Failure to apply his/her brakes earlier to stop the Amazon Flex Vehicle to avoid the subject motor vehicle collision;
- l. Being inattentive to his/her duties as the operator of the Amazon Flex Vehicle;
- m. Failing to remain continually alert while operating the Amazon Flex Vehicle;
- n. Failing to perceive the highly apparent danger to Plaintiff, which his/her actions and/or inactions posed;
- o. Failing to be highly vigilant and maintain sufficient control of the Amazon Flex Vehicle and bring it to a stop on the shortest notice possible;
- p. Operating the Amazon Flex Vehicle with disregard for the rights of Plaintiff, even though he/she was aware or should have been aware of the presence of Plaintiff and the threat of harm posed to him/her;

- q. Continuing to operate the Amazon Flex Vehicle in a direction towards Plaintiff's vehicle when he/she saw, or in the exercise of reasonable diligence, should have seen that further operation in that direction would result in a crash;
- r. Failing to give Plaintiff meaningful warning signs concerning the impending collision;
- s. Failing to exercise and adhere to proper safe and defensive driving practices as set forth in his/her driver training;
- t. Driving while fatigued;
- u. Driving while distracted; and
- v. Failing to operate said motor vehicle in a compliance with applicable state and local laws and ordinances pertaining to the operation and control of motor vehicles including violations of Pennsylvania Motor Vehicle Code Sections 3111, 3112, 3310, 3321, 3322, 3323, 3324, 3333, 3361, 3714, 3736.

17. As a direct and proximate result of the negligent, careless, and/or reckless conduct of Defendant Dennis, described above, Plaintiff suffered various serious and permanent personal injuries, serious impairment of bodily function and/or permanent serious disfigurement and/or aggravation of pre-existing conditions and others ills and injuries including to the right shoulder, right arm, right hand, back and left wrist, all to Plaintiff's great loss and detriment.

18. As a direct and proximate result of these injuries, all of which are permanent in nature and all of which are to Plaintiff's great financial detriment and loss, Plaintiff has in the past suffered and is presently suffering great anguish, sickness and agony, and will continue to so suffer for an indefinite time into the future.

19. As an additional result of the negligent, careless, and/or reckless conduct of Defendant Dennis, along with the physical injuries suffered, Plaintiff suffered and is presently suffering emotional injuries, and will continue to so suffer for an indefinite time into the future.

20. As a direct result of the negligent, careless, and/or reckless conduct of Defendant Dennis, Plaintiff suffered damage to his/her personal property, including the motor vehicle he/she was operating at the time of the subject motor vehicle collision, and related expenses



including but not limited to storage fees and towing, all to Plaintiff's great loss and detriment.

21. As a further result of Plaintiff's injuries, he/she has in the past suffered, is presently suffering, and may in the future suffer a great loss of earnings and/or earning capacity, all to Plaintiff's further loss and detriment.

22. Furthermore, the above-described conduct was outrageous, malicious, and exhibited a willful and wanton disregard for the safety of Plaintiff, and as a result, Plaintiff is entitled to and seeks herein punitive damages from Defendant Dennis.

23. The negligence, carelessness, recklessness, and/or malicious conduct on the part of Defendant Dennis, outlined above, occurred while Defendant Dennis was acting at all relevant times within the course and scope of his/her agency and/or employment with Amazon Flex, Amazon.com, and/or Amazon Logistics, and was the direct and proximate cause of the above-described collision and proximately resulting injuries and damages sustained by Plaintiff.

24. As such, Amazon Flex, Amazon.com, and/or Amazon Logistics are vicariously liable under the doctrine of respondeat superior result for the negligence and/or careless conduct of the driver in causing the above-described motor vehicle collision and proximately resulting injuries and damages sustained by Plaintiff.

25. Finally, in addition to all the injuries and losses suffered by Plaintiff, Plaintiff has incurred or will incur medical, rehabilitative and other related expenses in an amount equal to or in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S. Section 1701 *et. seq.*, as amended, for which he/she makes a claim for payment in the present action.

WHEREFORE, Plaintiff, Donte Blocker prays for judgment in his/her favor and against Defendants Dennis, Amazon Flex, Amazon.com, and Amazon Logistics in an amount in excess of Seventy-Five (\$75,000.00) Dollars, plus punitive damages, plus all costs and other relief this

court deems just.

**COUNT II**

**Donte Blocker v. Amazon.com Inc., d/b/a Amazon Flex  
Negligent Hiring, Retention, Training, Supervision, and Entrustment**

26. Plaintiff incorporates the foregoing paragraphs of this Complaint as if set forth fully at length herein.

27. The carelessness and/or negligence of Amazon Flex, which was the proximate cause of the aforesaid motor vehicle collision and the resultant injuries and damages sustained by Plaintiff, included the following actions/inactions:

- a. Hiring, retaining, and permitting the driver to operate the Amazon Flex Vehicle without first properly and adequately qualifying him/her;
- b. Hiring, retaining, and permitting Defendant Dennis to operate the Amazon Flex Vehicle without first conducting a proper and adequate background check to ascertain whether or not he/she was competent and fit to properly and safely operate a vehicle on its behalf;
- c. Failing to provide proper, adequate, ongoing and/or remedial training, monitoring, and/or supervision to the driver, including safe and defensive driving training in general and specific to paying proper attention to his/her surroundings, avoiding in-vehicle distractions, and adherence to traffic signs;
- d. Failing to prevent the driver from endangering Plaintiff, by: failing to pay proper attention to his/her surroundings while driving; driving while distracted and/or fatigued; and/or rushing and/or hurrying;
- e. Retaining and permitting the driver to operate the Amazon Flex Vehicle when Amazon Flex knew or, in the exercise of due care and diligence, should have known by and through his prior unsafe and/or substandard driving conduct during his/her tenure as agent/employee of Amazon Flex that the driver was incompetent and/or unfit to drive a motor vehicle on its behalf, capable of committing and likely to commit actions and inactions like those set forth above that would harm Plaintiff;
- f. Failing to properly and adequately train, monitor, and/or supervise Defendant Dennis to ensure he/she could manage collision-free encounters with Plaintiff;
- g. Unreasonably setting and assigning the driver a route that was too tight/aggressive for him/her to perform without hurrying and/or rushing to complete said route;
- h. Allowing and/or directing the driver to operate the Amazon Flex Vehicle while he/she

was fatigued; and

- i. Failing to warn Plaintiff, that it knew or in the existence of due care and diligence should have known, that Plaintiff would be exposed to Defendant Dennis' negligent and/or careless operation of a vehicle on its behalf.

28. As a direct and proximate result of the negligent, and/or careless conduct of Amazon Flex, described above, Plaintiff suffered various serious and permanent personal injuries, serious impairment of bodily function and/or permanent serious disfigurement and/or aggravation of pre-existing conditions and others ills and injuries including left shoulder, neck, right wrist, back, all to Plaintiff's great loss and detriment.

29. As a direct and proximate result of these injuries, all of which are permanent in nature and all of which are to Plaintiff's great financial detriment and loss, Plaintiff has in the past suffered and is presently suffering great anguish, sickness and agony, and will continue to so suffer for an indefinite time into the future.

30. As an additional result of the carelessness, and/or negligence of Amazon Flex, along with the physical injuries suffered, Plaintiff suffered and is presently suffering emotional injuries, and will continue to so suffer for an indefinite time into the future.

31. As a direct result of the carelessness and/or negligence of Amazon Flex, Plaintiff suffered damage to his personal property, including the motor vehicle he/she was operating at the time of the subject left-turn crash, and related expenses including but not limited to storage fees and towing, all to Plaintiff's great loss and detriment.

32. As a further result of Plaintiff's injuries, he/she has in the past suffered, is presently suffering, and may in the future suffer a great loss of earnings and/or earning capacity, all to Plaintiff's further loss and detriment.

33. Furthermore, the above-described conduct was outrageous, malicious, and exhibited a willful and wanton disregard for the safety of Plaintiff, and as a result, Plaintiff is

entitled to and seeks herein punitive damages from Amazon Flex.

34. Finally, in addition to all the injuries and losses suffered by Plaintiff, Plaintiff has incurred or will incur medical, rehabilitative and other related expenses in an amount equal to or in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S. Section 1701 *et. seq.*, as amended, for which he makes a claim for payment in the present action.

35. WHEREFORE, Plaintiff prays for judgment in his/her favor and against Amazon Flex in an amount in excess of Seventy-Five (\$75,000.00) Dollars, plus punitive damages, plus all costs and other relief this court deems just.

### **COUNT III**

#### **Donte Blocker v. Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc. Negligent Hiring, Retention, Training, Supervision, and Entrustment**

36. Plaintiff incorporates the foregoing paragraphs of this Complaint as if set forth fully at length herein.

37. The carelessness and/or negligence of Amazon.com which was the proximate cause of the aforesaid motor vehicle collision and the resultant injuries and damages sustained by Plaintiff, included the following actions/inactions:

- a. Hiring, retaining, and permitting the driver to operate the Amazon Flex Vehicle without first properly and adequately qualifying him/her;
- b. Hiring, retaining, and permitting the driver to operate the Amazon Flex Vehicle without first conducting a proper and adequate background check to ascertain whether or not he/she was competent and fit to properly and safely operate a commercial truck;
- c. Failing to provide proper, adequate, ongoing and/or remedial training, monitoring, and/or supervision to the driver, including safe and defensive driving training in general and specific to paying proper attention to his/her surroundings, avoiding in-vehicle distractions, and adherence to traffic signs;
- d. Failing to prevent the driver from endangering Plaintiff, by: failing to pay proper attention to his/her surroundings while driving; driving while distracted and/or

fatigued; and/or rushing and/or hurrying;

- e. Retaining and permitting the driver to operate the Amazon Flex Vehicle when Defendant Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc. knew or, in the exercise of due care and diligence, should have known by and through his prior unsafe and/or substandard driving conduct during his/her tenure as agent/employee of Defendant Amazon.com Services LLC FKA Amazon Fulfillment Services, Inc. that the driver was incompetent and/or unfit to drive a commercial truck, capable of committing and likely to commit actions and inactions like those set forth above that would harm Plaintiff;
- f. Failing to properly and adequately train, monitor, and/or supervise the driver to ensure he/she could manage collision-free encounters with Plaintiff;
- g. Unreasonably setting and assigning the driver a route that was too tight/aggressive for him/her to perform without hurrying and/or rushing to complete said route;
- h. Allowing and/or directing the driver to operate the Amazon Flex Vehicle while he/she was fatigued; and
- i. Failing to warn Plaintiff that the driver knew or in the existence of due care and diligence should have known, that plaintiff would be exposed to Defendant Dennis' negligent, and/or careless operation of the commercial truck.

38. As a direct and proximate result of the negligent, and/or careless conduct of Amazon.com, described above, Plaintiff suffered various serious and permanent personal injuries, serious impairment of bodily function and/or permanent serious disfigurement and/or aggravation of pre-existing conditions and others ills and injuries including left shoulder, neck, right wrist, back, all to Plaintiff's great loss and detriment.

39. As a direct and proximate result of these injuries, all of which are permanent in nature and all of which are to Plaintiff's great financial detriment and loss, Plaintiff has in the past suffered and is presently suffering great anguish, sickness and agony, and will continue to so suffer for an indefinite time into the future.

40. As an additional result of the carelessness, and/or negligence of Amazon.com, along with the physical injuries suffered, Plaintiff suffered and is presently suffering emotional injuries, and will continue to so suffer for an indefinite time into the future.

41. As a direct result of the carelessness and/or negligence of Amazon.com, Plaintiff suffered damage to his personal property, including the motor vehicle he/she was operating at the time of the subject left-turn crash, and related expenses including but not limited to storage fees and towing, all to Plaintiff's great loss and detriment.

42. As a further result of Plaintiff's injuries, he/she has in the past suffered, is presently suffering, and may in the future suffer a great loss of earnings and/or earning capacity, all to Plaintiff's further loss and detriment.

43. Furthermore, the above-described conduct was outrageous, malicious, and exhibited a willful and wanton disregard for the safety of Plaintiff, and as a result, Plaintiff is entitled to and seeks herein punitive damages from Amazon.com.

44. Finally, in addition to all the injuries and losses suffered by Plaintiff, Plaintiff has incurred or will incur medical, rehabilitative and other related expenses in an amount equal to or in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S. Section 1701 *et. seq.*, as amended, for which he makes a claim for payment in the present action.

45. WHEREFORE, Plaintiff prays for judgment in his/her favor and against Amazon.com in an amount in excess of Seventy-Five (\$75,000.00) Dollars, plus punitive damages, plus all costs and other relief this court deems just.

**COUNT IV**

**Donte Blocker v. Amazon Logistics, Inc.  
Negligent Hiring, Retention, Training, Supervision, and Entrustment**

46. Plaintiff incorporates the foregoing paragraphs of this Complaint as if set forth fully at length herein.

47. The carelessness and/or negligence of Amazon Logistics, which was the proximate cause of the aforesaid motor vehicle collision and the resultant injuries and damages

sustained by Plaintiff, included the following actions/inactions:

- a. Hiring, retaining, and permitting the driver to operate the Amazon Flex Vehicle without first properly and adequately qualifying him/her consistent with industry custom and applicable regulations;
- b. Hiring, retaining, and permitting the driver to operate the Amazon Flex Vehicle without first conducting a proper and adequate background check to ascertain whether or not he/she was competent and fit to properly and safely operate a commercial truck;
- c. Failing to provide proper, adequate, ongoing and/or remedial training, monitoring, and/or supervision to the driver, including safe and defensive driving training in general and specific to paying proper attention to his/her surroundings, avoiding in-vehicle distractions, and adherence to traffic signs;
- d. Failing to prevent the driver from endangering Plaintiff, by: failing to pay proper attention to his/her surroundings while driving; driving while distracted and/or fatigued; and/or rushing and/or hurrying;
- e. Retaining and permitting the driver to operate the Amazon Flex Vehicle when Defendant Amazon Logistics, Inc. knew or, in the exercise of due care and diligence, should have known by and through his prior unsafe and/or substandard driving conduct during his/her tenure as agent/employee of Defendant Amazon Logistics, Inc. that the driver was incompetent and/or unfit to drive a commercial truck, capable of committing and likely to commit actions and inactions like those set forth above that would harm Plaintiff;
- f. Failing to properly and adequately train, monitor, and/or supervise the driver to ensure he/she could manage collision-free encounters with Plaintiff;
- g. Unreasonably setting and assigning the driver a route that was too tight/aggressive for him/her to perform without hurrying and/or rushing to complete said route;
- h. Allowing and/or directing the driver to operate the Amazon Flex Vehicle while he/she was fatigued; and
- i. Failing to warn Plaintiff that the driver knew or in the existence of due care and diligence should have known, that plaintiff would be exposed to Defendant Dennis' negligent, and/or careless operation of the commercial truck.

48. As a direct and proximate result of the negligent, and/or careless conduct of Amazon Logistics, described above, Plaintiff suffered various serious and permanent personal injuries, serious impairment of bodily function and/or permanent serious disfigurement and/or

aggravation of pre-existing conditions and others ills and injuries including left shoulder, neck, right wrist, back, all to Plaintiff's great loss and detriment.

49. As a direct and proximate result of these injuries, all of which are permanent in nature and all of which are to Plaintiff's great financial detriment and loss, Plaintiff has in the past suffered and is presently suffering great anguish, sickness and agony, and will continue to so suffer for an indefinite time into the future.

50. As an additional result of the carelessness, and/or negligence of Amazon Logistics, along with the physical injuries suffered, Plaintiff suffered and is presently suffering emotional injuries, and will continue to so suffer for an indefinite time into the future.

51. As a direct result of the carelessness and/or negligence of Amazon Logistics, Plaintiff suffered damage to his personal property, including the motor vehicle he/she was operating at the time of the subject left-turn crash, and related expenses including but not limited to storage fees and towing, all to Plaintiff's great loss and detriment.

52. As a further result of Plaintiff's injuries, he/she has in the past suffered, is presently suffering, and may in the future suffer a great loss of earnings and/or earning capacity, all to Plaintiff's further loss and detriment.

53. Furthermore, the above-described conduct was outrageous, malicious, and exhibited a willful and wanton disregard for the safety of Plaintiff, and as a result, Plaintiff is entitled to and seeks herein punitive damages from Amazon Logistics.

54. Finally, in addition to all the injuries and losses suffered by Plaintiff, Plaintiff has incurred or will incur medical, rehabilitative and other related expenses in an amount equal to or in excess of the basic personal injury protection benefits required by the Pennsylvania Motor Vehicle Financial Responsibility Law, 75 Pa. C.S. Section 1701 *et. seq.*, as amended, for which he makes a claim for payment in the present action.



55. WHEREFORE, Plaintiff prays for judgment in his/her favor and against Amazon Logistics in an amount in excess of Seventy-Five (\$75,000.00) Dollars, plus punitive damages, plus all costs and other relief this court deems just.

**SIMON & SIMON, PC**

BY: 

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**VERIFICATION**

I, Marc Simon, hereby state that I am attorney for the Plaintiff in the within action and that the facts set forth in this Civil Action Complaint above are true and correct to the best of my knowledge, information and belief.

I understand that the statements in this Verification are made subject to the penalties of 18 U.S.C.A. § 1001 relating to unsworn falsification to authorities.



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Marc I. Simon